

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

Case No. 16-cv-3594 (WMW/HB)

Fairview Health Services,

Plaintiff,

vs.

ANSWER

Humana Inc.,

Defendant.

Humana Health Plan, Inc. and Humana Insurance Company, improperly named as Humana Inc. (“Humana”), for their Answer to the Complaint, state and allege as follows:

1. Humana denies each and every statement, allegation and implication of the Complaint except as may be expressly admitted or qualified herein.

2. Humana admits, upon information and belief, that plaintiff is a Minnesota-based provider of health care services, but lacks information sufficient to admit or deny plaintiff’s further allegations regarding its business operations and therefore denies the same.

3. Humana admits the allegations in paragraph 2 of the Complaint.

4. Humana admits that it is subject to personal jurisdiction in Minnesota.

5. Humana admits the allegations in paragraph 4 of the Complaint.

6. Humana admits that Humana Health Plan, Inc. and Humana Insurance Company entered into Letters of Agreement with plaintiff for the time

periods alleged in paragraph 5 of the Complaint and further admits that those Letters of Agreement related to Fairview's provision of medical services to Humana's Medicare Advantage PPO/PFFS members. Humana denies that Humana Inc. entered into any agreement with plaintiff.

7. Humana denies the allegations in paragraph 6 of the Complaint and affirmatively alleges that the terms and provisions of the Letters of Agreement speak for themselves.

8. Humana lacks information sufficient to admit or deny the allegations in paragraph 7 of the Complaint and therefore denies the same.

9. Humana lacks information sufficient to admit or deny the allegations in paragraph 8 of the Complaint and therefore denies the same.

10. Humana lacks information sufficient to admit or deny the allegations in paragraph 9 of the Complaint and therefore denies the same.

11. Humana lacks information sufficient to admit or deny the allegations in paragraph 10 of the Complaint and therefore denies the same.

12. Humana lacks information sufficient to admit or deny the allegations in paragraph 11 of the Complaint and therefore denies the same.

13. Humana lacks information sufficient to admit or deny the allegations in paragraph 12 of the Complaint and therefore denies the same.

14. Humana lacks information sufficient to admit or deny the allegations in paragraph 13 of the Complaint and therefore denies the same.

15. Humana denies that it owes Fairview the monies alleged in paragraph 14 of the Complaint and holds plaintiff to its strictest proof thereof.

16. Humana denies the allegations in paragraph 15 of the Complaint.

17. Humana denies the allegations in paragraph 16 of the Complaint.

18. Paragraph 17 of the Complaint contains no new allegations requiring a response.

19. Humana denies the allegations in paragraph 18 of the Complaint.

20. Humana lacks information sufficient to admit or deny the allegations in paragraph 19 of the Complaint and therefore denies the same.

21. Humana denies the allegations in paragraph 20 of the Complaint.

22. Humana lacks information sufficient to admit or deny the allegations in paragraph 21 of the Complaint and therefore denies the same.

23. Humana denies the allegations in paragraph 22 of the Complaint.

24. Humana denies that it owes Fairview the monies alleged in paragraph 23 of the Complaint and holds plaintiff to its strictest proof thereof.

25. Paragraph 24 of the Complaint contains no new allegations requiring a response.

26. Humana denies the allegations in paragraph 25 of the Complaint.

AFFIRMATIVE DEFENSES

27. Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

28. Plaintiff's claim is subject to and limited by all the terms, conditions and restrictions of the Humana insurance coverage at issue including all Medicare laws and regulations under which that coverage was issued.

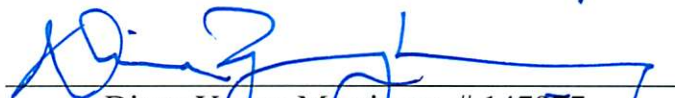
29. Humana expressly reserves the right to amend or supplement this Answer to assert additional affirmative defenses or any other matter deemed appropriate following further investigation and discovery.

WHEREFORE, Humana prays for relief as follows:

1. That plaintiff take nothing by its Complaint;
2. That Humana have and recover its costs and disbursements herein;
3. For such other and further relief as may be just and equitable.

Dated: October 31, 2016

WALLEN-FRIEDMAN & FLOYD, P.A.



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